

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ALABAMA**

SCHUYLER PICKETT,

Plaintiff,

v.

CREDIT CONTROL, LLC,

Defendants.

CASE NO. 1:23-cv-00175-JB-N

CREDIT CONTROL, LLC'S ANSWER
AND AFFIRMATIVE DEFENSES

CREDIT CONTROL, LLC'S ANSWER AND AFFIRMATIVE DEFENSES

Defendant Credit Control, LLC (“Credit Control”), by and through its counsel, hereby answers the Amended Complaint of Plaintiff, Schuyler Pickett (“Plaintiff”) as follows:

I. INTRODUCTION

1. Credit Control admits the nature of this action involves Plaintiff's allegations that Credit Control violated the FDCPA. Credit Control denies the conduct alleged and denies it violated the law in any way. The remainder of this paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the allegations of this paragraph in full.

II. JURISDICTION AND VENUE

2. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies the allegations of this paragraph.

III. PARTIES

3. Credit Control lacks sufficient information to form a belief as to the allegations set forth in this paragraph concerning Plaintiff's residence, and therefore denies the same. The

remaining allegations of this paragraph state legal conclusions to which no response is required. To the extent a response is necessary, Credit Control denies the allegations of this paragraph.

4. Credit Control admits the allegations of this paragraph.

5. Credit Control admits it engages in the collection of outstanding financial obligations, and that it uses the mail and telephone. The remainder of this paragraph states legal conclusions to which no response is required. To the extent a response is necessary, Credit Control denies the remaining allegations of this paragraph not specifically admitted.

IV. FACTS OF THE COMPLAINT

6. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies this paragraph.

7. Credit Control admits it sent Plaintiff a letter dated December 5, 2022, and admits that the amount of Plaintiff's debt is \$1,548.48. Credit Control lacks sufficient information to admit or deny whether Plaintiff received that letter, and therefore denies the same.

8. The letter referenced in this paragraph speaks for itself, and Credit Control denies any allegations not specifically supported by its contents.

9. This paragraph fails to identify who "received the written communication" referenced therein, and therefore Credit Control lacks sufficient information to admit or deny the allegations of this paragraph, and therefore denies this paragraph. To the extent this paragraph is interpreted to refer to Credit Control as the recipient, Credit Control admits that it received the described letter on or about January 23, 2023.

10. This paragraph states a legal conclusion to which no response is required. Thus, to the extent a response is necessary, Credit Control denies this paragraph.

11. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies this paragraph.

V. FIRST CLAIM FOR RELIEF
(Defendant Credit Control, LLC)
15 U.S.C. § 1692c(c)

12. Credit Control repeats and reincorporates all statements and denials stated in previous paragraphs as if fully set out herein.

13. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies this paragraph.

14. This paragraph states a legal conclusion to which no response is required. To the extent a response is necessary, Credit Control denies this paragraph.

[UNNUMBERED PARAGRAPH BEGINNING WITH “WHEREFORE”] This paragraph is a prayer for relief to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged in the Complaint, denies it violated the law in any way, denies Plaintiff was harmed in any way, denies Plaintiff is entitled to any relief, and denies the remaining allegations of this paragraph.

VI. JURY DEMAND AND PRAYER FOR RELIEF

[UNNUMBERED PARAGRAPH BEGINNING WITH “WHEREFORE”] This paragraph comprises a jury demand and a prayer for relief to which no response is required. To the extent a response is necessary, Credit Control denies the conduct alleged in the Complaint, denies it violated the law in any way, denies Plaintiff was harmed in any way, denies Plaintiff is entitled to any relief, and denies the remaining allegations of this paragraph.

AFFIRMATIVE DEFENSES

I. To the extent a violation of the law occurred, which is expressly denied, such violation as the result of a bona fide error despite the adoption of procedures reasonably designed to prevent such an error.

II. Credit Control acted in good faith at all times in its dealings with Plaintiff, and if any conduct by Credit Control is found to be unlawful, which Credit Control expressly denies, such conduct was not willful and should not give rise to liability.

WHEREFORE, Defendant Credit Control, LLC respectfully requests this Honorable Court enter judgment in its favor, dismiss Plaintiff's Complaint with prejudice, and grant such other relief as this Court deems just and proper.

[SIGNATURES AND SERVICE ON FOLLOWING PAGE]

Dated: June 26, 2023

Respectfully Submitted,

CHRISTIAN & SMALL, LLP

Attorneys for Defendant

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via the Court's ECF filing system and via electronic mail on June 26, 2023, to:

Schuyler Pickett (pro se)
Spickett2782@gmail.com
Attorney for Plaintiff

/s/ L. Jackson Young, Jr.
OF COUNSEL